

SETTLEMENT AND RELEASE AGREEMENT

INTRODUCTION

1. This agreement is made as of July 30, 2019, by and between Petitioner Adrian Riskin (“Plaintiff”), and Defendant Community Build, Inc. (“Defendant”), (collectively referred to herein as the “Parties”).

RECITALS

2. Plaintiff is an individual who is a party in lawsuit Case No. 18STCP02945, entitled *Adrian Riskin v. Community Build, Inc.* in the Los Angeles Superior Court, County of Los Angeles.

3. The Parties hereto desire to resolve all claims, issues and disputes raised in *Adrian Riskin v. Community Build, Inc.* without the further expenditure of time or expense of litigation and for this reason, have entered into this agreement. While this Agreement resolves all claims, issues and disputes between the Parties, it does not constitute an admission by Defendant, or anyone working on their behalf, of wrongdoing in connection with the allegations and claims of Plaintiff of any federal, state, or local law, ordinance or regulation, or of any violation, of any liability or any wrongdoing whatsoever. It is understood and agreed that this settlement is the compromise of a disputed claim, that there is no prevailing party, and that the payment made is not to be construed as an admission of liability on the part of the Defendant hereby released, and the Defendant expressly denies liability and intends merely to avoid litigation and buy its peace. Neither this Agreement nor anything in this Agreement shall be construed to be, or shall be, admissible in any proceeding as evidence of liability or wrongdoing by Defendant or any of its agents, and in fact, any wrongdoing by Defendant arising out of the above-referenced case is hereby expressly disclaimed. This Agreement may be introduced, however, in a proceeding to enforce provisions and/or intent of this Agreement.

4. In order to resolve all issues, claims, and disputes in or arising out of the allegations set forth or which could have been set forth in Case No. 18STCP02945, entitled *Adrian Riskin v. Community*

Build, Inc., the Defendant shall pay the total sum of \$9,000 to Plaintiff's counsel Anna von Herrmann ("Counsel"), on Plaintiff's behalf and on behalf of his heirs, executors, administrators, successors and assigns. For the sole consideration of \$9,000 and production of documents responsive to Plaintiff's request pursuant to the California Public Records Act as described in Paragraph 5; and Plaintiff's dismissal of the above entitled lawsuit with prejudice, Plaintiff does hereby release, acquit and forever discharge Defendant, its agents, employees including but not limited to, attorneys, member agencies, officers directors, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships from any and all claims, actions, causes of action, demands, rights, damages, costs, attorney's fees, loss of service, expenses and compensation whatsoever, which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen and unforeseen claims, and the consequences thereof resulting or to result from or in connection with Petitioner's request pursuant to the California Public Records Act originally submitted on June 5, 2018 and which was the subject of the lawsuit referenced in paragraph 2 herein above.

5. Within two (2) weeks of the Parties' signing of this Agreement, Defendant will send, or cause to be sent, all emails in their native format (i.e., EML, MBOX, MSG, or PST files), scanned copies of which were previously produced to Petitioner during the week of July 22, 2019 in response to his California Public Records Act request.

6. Upon full payment to Anna von Herrmann referenced herein above in Paragraph 4, Plaintiff, on behalf of himself, his descendants, ancestors, dependents, heirs, executors, employees, and attorneys shall be deemed to have fully released and discharged Defendant and its descendants, ancestors, dependents, heirs, executors, employees, and attorneys from all rights, claims and actions which Plaintiff, now have or may have or could have brought against Defendant stemming from or arising out of Case No. 18STCP02945, entitled *Adrian Riskin v. Community Build, Inc.*, and any disputes or differences between them.

7. Prior to payment of the settlement, but after the execution of this Agreement by both

Parties, Plaintiff shall return the fully-executed Agreement along with the Request for Dismissal with Prejudice of the Case No. 18STCP02945, entitled *Adrian Riskin v. Community Build, Inc.*, and Notice of Conditional Settlement. The Defendant will not file the dismissal until the \$9,000 dollars has been paid as promised in paragraph 4 herein above.

Payment of \$9,000 shall be made within thirty (30) days after the signing of this Agreement by both parties.

8. This Agreement is intended by the Parties as a complete and exclusive statement of the terms of their agreement. It supersedes and replaces all prior negotiations and all agreements proposed otherwise, whether written or oral, concerning the subject matter hereof. Any representation, promise, or agreement not specifically included in this Agreement shall not be binding upon or enforceable against either party. This Agreement is a fully integrated agreement. No promise, inducement, or agreement not expressed herein has been made by the Parties. In signing this Agreement, the Parties acknowledge that they did not rely upon any promise, representation, or any other inducement that is not expressed in this Agreement. This Agreement may be modified only by written agreement between the Parties and may not be modified by any oral agreement.

9. It is further understood and agreed, that all rights under Section 1542 of the Civil Code of California and any similar law of any state or territory of the United States are hereby expressly waived by, the Plaintiff. Said section reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

10. This Agreement shall be governed by and construed, interpreted, implied, and enforced in accordance with the local laws of the State of California, including California law regarding choice of law. This Agreement was mutually and jointly drafted by the Parties and shall not be construed against any party. All disputes involving this Agreement shall be heard in Los Angeles County, California.

11. Should any provision of this Agreement become legally unenforceable, no other provision of this Agreement shall be affected and this Agreement shall be construed as if the Agreement had never included the unenforceable provision.

12. In entering into this Agreement, the Parties warrant and represent that they have completely read and fully understood the terms and consequences of this Agreement, that Parties have been given the opportunity to consult with, and have consulted with, legal counsel of their own choosing regarding this Agreement, and that Parties have been fully informed of all relevant information. Accordingly, the Parties warrant and represent that the terms of this Agreement are fully understood and knowingly, freely, and voluntarily accepted by them. This Agreement is intended to be and is final and binding between the Parties.

13. No provision of this Agreement shall be modified or construed by any practice that is inconsistent with such provision, and failure by any party hereto to comply with any provision, or to require the other to comply with any provision, shall not affect the rights of either to thereafter comply or require the other to comply.

14. Parties agree to cooperate fully and to execute any and all supplementary documents and to take all additional actions that may be necessary or appropriate to give full force to the basic terms and intent of this Agreement and which are not inconsistent with its terms.

15. In entering into this Agreement, Parties warrant that they have the sole and exclusive authority to execute this Agreement; and that Parties have not sold, assigned, transferred, or conveyed or otherwise disposed of any of the claims, demands, obligations, or causes of actions referred to in the Agreement.

16. The Parties hereto agree that this Agreement may be executed in counterparts with the same force and effect as if all signatures were set forth on the same instrument. The Parties further agree that signatures in this matter may be obtained by way of facsimile and such facsimile signature shall have the force and effect as original signatures.

IT IS AGREED.

Dated: July ____, 2019

(Signature) _____

Adrian Riskin, Plaintiff

Dated: July 30, 2019

(Signature) _____

(Print name) _____



President & CEO

Robert M. Smusedo

On behalf of Community Build, Inc.

APPROVED AS TO FORM:

Dated: July ____, 2019

LAW OFFICE OF ANNA VON HERRMANN

By _____

ANNA VON HERMANN

Attorney for Plaintiff

Dated: July 31, 2019

IVIE, McNEILL AND WYATT

By _____



RICKEY IVIE AND

JACK F. ALTURA

Attorney for Defendant

Community Build, Inc.

